BILL NO. S-81-02-15

SPECIAL ORDINANCE NO. S-46-81

AN ORDINANCE approving a contract for Street Lighting Resolution No. 147-80-001 between the City of Fort Wayne, Indiana, and The Weikel Line Company, Inc., Contractor for installation of street lights in Crestwood Colony Addition, Phase I.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated January 21, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and The Weikel Line Company, Inc., Contractor for:

installation of ornamental street lighting in Crestwood Colony Addition,

under Board of Public Works Street Lighting Resolution No. 147-80-001, at a total cost of $39,890.65, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY FEBRUARY 5, 1981.

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee City Public (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 2-17-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS	✓				
SCHMIDT, D.				X	
SCHMIDT, V.	✓				
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-46-81

on the 24th day of February, 1981.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 1981, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March 1981, at the hour of 4 o'clock P M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-02-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Street Lighting Resolution No. 147-80-001 between the City of Fort Wayne, Indiana, and The Weikel Line Company, Inc., Contrator for installation of street lights in Crestwood Colony Addition, Phase I

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN
DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

70-101-44
1/21/81

CONTRACT
Res. No. 147-80-001

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

THIS AGREEMENT made and entered into this, the 21st day of January 1981. by and between:

City of Fort Wayne

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

The Weikel Line Co, Inc.

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITHESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the _____ day of _____, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

To light the Crestwood Colony Addition Phase I with underground wiring by The Weikel Line Co., Inc. in the amount of $39,890.65.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitratiors or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Don Waldrop	447-4778
Don Weikel	657-5877
Steve Hertig	632-5779
Randy Wells	657-5553

The Weikel Line Co., Inc
Contractor

Resolution No. 147-80-002

THE WEIKEL LINE CO. INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

ITEMIZED PROPOSAL

PROJECT NAME Crestwood Colony Addition
PHASE II

RES. NO. 147-80-002

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLS.	UNIT PRICE CTS.	AMOUNT DOLS.	AMOUNT CT
001	Install 16' black alum. pole 4' deep with poleset	118	ea.	43.	03	5077.	54
002	Install TC 100R luminaire and lamp	118	ea.	26.	90	3174.	20
003	Trench in earth - 20" deep	6770	L.F.	.	74	5009.	80
004	Bore or push 1 1/2" p.v.c. tubing under drives, streets, walks, trees, etc..	4689	L.F.	4.	39	20,584.	71
005	Fire grading, seeding & Mulch	6770	L.F.	.	27	1827.	90
006	Install 2/C and/or 1/C #4 alum. wire in trench or conduit	12,975	L.F.	.	30	3892.	50
007	Install 10' Riser	5	ea.	22.	86	114.	30
	TOTAL BID				$	39,680.	95

chf
OK RJ/SLE
12/10/80

THE WEIKEL LINE CO., INC.
CORPORATE
SEAL
INC. NOV. 14
1977
INDIANA

SHEET 1 OF 1
PREPARED BY: Don Waldrop
DATE: 12-10-80
Don Waldrop, V-Pres

Stock No	ISSD	Reqd	MAST ARMS
14-31			6 FT Wood POLE
14-33			30" " "
14-34			4 FT " "
14-36			6 FT " "
14-37			8 FT " "
14-38			10 FT 1¼" " "
14-40			16 FT 1½ " " "
14-42			6 FT 2" " "
14-43			12 FT 2" " "
14-45			16 FT 2" " "
14-46			6 FT 2" CONCRETE POLE
14-172			15 FT 2" " "
14-485			11 FT 10" 2" ALUM POLE
14-489			6 FT Dual TRAFFIC & LIGHTING
14-490			4 FT 2" FOR ALUM POLE
14-492			8 FT 2" " "
14-497			15 FT 2" FOR SOFT POLE
14-498			8 FT 2" FOR 14-490 POLE
			FIXTURES
14-69			PMA. 117
14-104			175 Watt TOWN & COUNTRY
14-138			400 " " "
14-175			SING. STYLEAIRE
14-176			TWIN STYLEAIRE
14-342			400 WATT MERC W/PC
14-345			400 " " W/PC
14-356.7			6 SIDED HADCO 175W
14-358			175 W LAWN SIZE
14-352			4 SIDED HADCO
14-356			175 W PACKAGE LIGHT
14-365			175 W W/PC
14-366			175W OPEN
14-367			175 W W/PC
		118	100 W. Sodium TAC
			150 W " ENCLOSED
14-334			250W " "
14-335			400W " "
14-336			1000 W " "
14-387			250W " ELBK
			400 W. FLOOD MERC
			1000 W " "
			1500W QUARTZ W.B
			" " N.B
			" " W.B
			2 LAMP FLUR.
			4 " "
			SOCKET POSITION
			POLES
14-71			18FT FOR PMA
14-149			25FT ALUM FOR TRANS BASE
14-163			25FT CONCRETE (IN LINE)
14-163x			" " " (OVERHEAD)
14-164			28FT " "
14-165			28FT " (IN LINE)
14-174			27 FT " BOLT-DOWN
14-450		118	16 FT SHAKEPROOF BLK
14-452			16FT " SILVER
14-454			12 FT ANTHONY BASE BLK
14-456			12 FT " " SILVER
14-459			8 FT " " BLK
14-470			20' " " UNDERSPUN
14-472			30' " " O.H. ANCHOR
14-474			30' " " DOUBLE
14-476			35' " " UNDERSPUN
14-478			35' " " 2-BKT
14-479			25' " " 1-BKT
14-490			55' " " TRANS BASE
14-491			TRANS BASE - 30' POLE
14-495			30' ALUM TRANS. BASE
14-496			TRANS BASE - 55' POLE

Stock No.	ISSD	Reqd	WIRE
4-100			⅔ #12 UF
4-120			⅔ #10 UF
4-156			⅔ #8 UF
4-180			" 8 VULKENE
4-330			⅔ #6 ALUM.
4-343			⅔ #4 ALUM.
4-350			⅔ #4 UF
4-355		12975	⅔ #4 UF
4-340			⅔ #2 DUCT CABLE
IR-44		2855	⅔ #12 TW
			CONDUIT
5-10			½"
5-11			¾"
5-12			1"
5-13			1¼"
5-14		150	1½"
5-15			2"
21-83			2" PLASTIC
19-291		5000	1½" TUBING
			CONTROLS
			30 AMP
		5	30 AMP
			60 AMP
			100 AMP
			PHOTO CELLS
		5	1000 WATT 120 Volt
			1500 WATT 120 Volt
			1000 WATT 240 Volt
			SHORTING CAP
			MISC.
3-20			J. HOOK
3-21			GRIP
IR-267		38	TAPE (88)
		5	90° ell - 1 1/2"
		230	Mult. Comp. fittings

53188 B

DATE RECEIVED BY WORK ORDER DATE ISSUED BY

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we THE WEIKEL LINE COMPANY, INC. as principal and RELIANCE INSURANCE COMPANY and as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of 10% of Maximum Bid - - - - - - - Dollars ($ - - -) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana this 10th day of December, 19 80.

The condition of this obligation is such that if the accompanying bid or proposal of street lighting Crestwood Colony Addition Contract #147-80-002 Phase 11 made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this 10th day of December, 19 80.

THE WEIKEL LINE COMPANY, INC.

BY: [signature] V-Pres
Principal

RELIANCE INSURANCE COMPANY

BY: [signature]
Surety
Fred L. Tagtmeyer
Attorney-in-fact

THE WEIKEL LINE CO. INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this _____ day of _____, 19___.

_____

Bidder

IN TESTIMONY WHEREOF, the bidder (a firm) have hereunto set their hands and seals this _____ day of _____, 19___.

FIRM NAME _____

Individual Names (By _____

(

(By _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 10 th day of December, 19 80 .

SEAL

The Weikel Line Co., Inc
Name of Corporation

Don Weikel
President

Don Waldrop
Secretary

NOTE 1. If the bidder is a corporation, it is incorporated under the law of the State of Indiana .

If the bidder's proposal is accepted, the contract will be signe by:

Don Weikel
Title: President

Don Waldrop
Title: Secretary

NOTE 2. Use this form if certified check accompanies bid:

Enclosed herewith find certified check for $ _____, being _____% of the maximum bid herein, made payable to: _____

_____
The Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

_____ if _____
Municipality Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officia of said _____.
Municipality

NOTE I. If the bidder is a corporation, it is incorporated under the laws of the State of _____.

If the bidder's proposal is accepted, the contract will be signed by:

_____
TITLE:

_____
TITLE:

NOTE II. Use this form if cashier's or certified check accompanies bid:

Enclosed herewith find cashier's or certified check for $_____, being 10% of the maximum bid herein, made payable to:

_____
Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said ___

_____ If _____
Municipality Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said _____
Municipality

NOTE III. Use this form if bidder's bond accompanies bid:

Enclosed herewith find a bidder's bond in an amount equal to ten (10) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: that if the Board of Public Works shall award The Weikel Line Co., Inc the contract for said work, and if The Weikel Line Co., Inc shall enter into a contract and furnish a 100% performance bond as required within 10 days from the date he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and the _____, a corporation organized under the laws of the State of _____, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of _____ ($_____), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19___, enter into a contract with the City of Fort Wayne to construct

at a cost of $_____, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

_____
(Contractor)

BY: _____

ITS: _____

ATTEST:

_____

_____
(Title) CORPORATE SECRETARY

_____
Surety

*BY: _____
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and _____

_____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

Don Weikel, President _____

Don Waldrop, Vice-President _____

_____

Subscribed and sworn to before me by Don Weikel _____ Pres.
this 10 th day of December, 19 80.

_____
Notary Public- Edwin Pruesse

My Commission Expires: 9-15-83

Subscribed and sworn to before me by Don Waldrop _____ Vice Pres.
this 10 th day of December, 19 80.

_____
Notary Public- Edwin Pruesse

My Commission Expires: 9-15-83

Subscribed and sworn to before me by _____
this _____ day of _____, 19 ___.

_____
Notary Public

My Commission Expires: _____

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Don Waldrop (Name), the Vice-President and Secretary (Position) of The Weikel Line Co., Inc (Company),

hereby certify:

(1) That the Financial Statement of said company, (filed November 6, 1980 dated the 31 st day of March, 1980, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: December 10, 1980

Don Waldrop, Vice-Pres.
(Signature) Don Waldrop

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 10 th day of December, 1980.

Edwin Pruesse
Edwin Pruesse

My commission expires:

9-15-83

AFFIRMATIVE ACTION PROGRAM

I Don Waldrop (name), the Vice-President (position), of The Weikel Line Co., Inc (company)

hereby certify:

(1) That the Equal Employment Statement and the Affirmative Action Program of said company, dated the 6 th day of November, 1980, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.

(2) That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.

(3) That said company ~~is~~/is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

Dated: December 10, 1980

State of Indiana
County of Allen

Don Waldrop (signature)

Notary - Edwin Pruesse

My commission expires: 9-15-83

Seal:

Resident of ALLEN County

During the performance of ...
as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representativ of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuan thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

BOARD OF PUBLIC WORKS

ATTEST: Clerk

CONTRACTOR: The Weikel Line Co., In

P.O. Box 278 Woodburn, In 46797

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 1977 INDIANA

By: Vice-President, Don Waldrop

BY: Secretary, Don Waldrop

Approved in Form & Legality

By: ASSOCIATE COUNSEL

Subscribed and sworn before me on this 18 day of December, 1980

Notary- Edwin Pruesse

My license expires Sept 15 1983

SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER 1980.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trade to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.00	.55	1.25			3if
BOILERMAKER	S	14.25	1.27½	1.00		3¢	
BRICKLAYER	S	13.11	.67	.80		2¢	6if
CARPENTER (BUILDING)	S	11.80	.70	6%		2¢	4if
(HIGHWAY)	S	11.93	.70	.70		5¢	2if
CEMENT MASON	S	11.85	.75	.80		2¢	
ELECTRICIAN	S	14.05	.55	3%+50		6¢	1%if
ELEVATOR CONSTRUCTOR	S	13.53½	1.19½	.95	8%	3½¢	
GLAZIER	S	11.79		.25	.40	4¢	28¢holid.
							25¢annui.
IRON WORKER	S	13.35	1.00	1.60		4¢	2if
LABORER (BUILDING)	S-SS US	9.35-10.35	.85	.75		9¢	
(HIGHWAY)	S-US-SS	9.00-9.85	.85	.75		9¢	
(SEWER)	S-US-SS	9.00-9.85	.85	.75		9¢	
LATHER	S	12.33		.80		1¢	3if
MILLWRIGHT & PILEDRIVER	S	12.20	.70	6%		2¢	4if
OPERATING ENGINEER (BUILDING)	S-SS US	9.40-14.00	.75	.90		10¢	
(HIGHWAY)	S-SS-US	9.29-12.44	.75	.65		10¢	
(SEWER)	S-SS-US	9.29-12.44	.75	.65		10¢	
PAINTER	S	10.70-11.70	.60	1.00		12¢	6misc.
PLASTERER	S	11.77	.60	.80			
PLUMBER & STEAMFITTER	S	14.48	.85	.90		7¢	7if
MOSAIC & TERRAZZO GRINDER	S	9.50-11.50					
ROOFER	S	12.90		.40			
SHEETMETAL WORKER	S	13.93	.72	.77		14¢	46sasmi
							15if
TEAMSTER (BUILDING)	S-SS US	10.60½-11.55½	39.50pw	41.00pw			
(HIGHWAY)	S-SS-US	10.66-11.41	34.50pw	41.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this projec as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 19 80

REPRESENTING GOVERNOR, STATE OF INDIAN

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

5193

Admn. Appr. _____

DIGEST SHEET

C-81-02-15

TITLE OF ORDINANCE To light the Crestwood Colony Addition Phase I with underground wiring. Contracted with Weikel Line Company, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract Res. No. 147-80-001, to light the Crestwood Colony Addition Phase I with underground wiring. Contracted with Weikel Line Company, Inc.

EFFECT OF PASSAGE To install ornamental street lighting in Crestwood Colony Addition.

EFFECT OF NON-PASSAGE Street lighting will not be installed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $39,890.65 -

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting streets in addition.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

City